

**Amendment to the Agreement
Between
PaeTec Communications, Inc.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee
Dated August 30, 2006**

Pursuant to this Amendment, (the "Amendment"), PaeTec Communications, Inc. (PaeTec), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 30, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and PaeTec entered into the Agreement on August 30, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to replace the initial Section in the General Terms and Conditions with the following language:

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, (AT&T), PaeTec Communications, Inc. (PaeTec), a Delaware corporation on behalf of itself, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or PaeTec or both as a "Party" or "Parties."
2. Any reference to BellSouth in the Agreement shall be deemed to mean AT&T as described in Section 1 above.
3. The Parties agree to add rates and the USOC URESP to the state of Florida to Attachment 2 identified in Exhibit 1 attached hereto and by reference incorporated into this Amendment.
4. All of the other provisions of the Agreement, dated August 30, 2006, shall remain in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: _____

Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: _____

10/4/07

PaeTec Communications, Inc.

By: _____

J.T. Ambrose

Name: J.T. Ambrose

Title: VP, CGR

Date: _____

9/27/07

FACILITIES-BASED OCN # 4227

ACNA POA

UNBUNDLED NETWORK ELEMENTS - Alabama										Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	

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UNBUNDLED NETWORK ELEMENTS - Florida												Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																		
	2-WIRE ANALOG VOICE GRADE LOOP																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)						UEA	URESP		8.98	8.98							
	4-WIRE ANALOG VOICE GRADE LOOP																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)						UEA	URESP		8.98	8.98							
	4-WIRE DS1 DIGITAL LOOP																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)						USL	URESP		8.98	8.98							
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)						UDL	URESP		8.98	8.98							
UNE LOOP COMMINGLING																		
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)						NTCVG	URESP		8.98	8.98							
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)						NTCVG	URESP		8.98	8.98							
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)						NTCD1	URESP		8.98	8.98							
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)						NTCUD	URESP		8.98	8.98							
ADDITIONAL NETWORK ELEMENTS																		
	Optional Features & Functions:																	
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet						U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		8.98	8.98							

UNBUNDLED NETWORK ELEMENTS - Georgia										Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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UNBUNDLED NETWORK ELEMENTS - Kentucky										Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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UNBUNDLED NETWORK ELEMENTS - Louisiana										Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	

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UNBUNDLED NETWORK ELEMENTS - Mississippi										Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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UNBUNDLED NETWORK ELEMENTS - North Carolina										Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	

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UNBUNDLED NETWORK ELEMENTS - South Carolina										Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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